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NETFLIX, INC.
8 CHERNIN ENTERTAINMENT, LLC
WISE ENTERTAINMENT, INC.
9 LAKE ELLYN ENTERTAINMENT, INC.
SPRINGHILL ENTERTAINMENT LLC
10 LEBRON JAMES
STERLIN HARJO
11 SYDNEY FREELAND

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14

15 ROB GRABOW, an individual;
16 PARADISE VALLEY PICTURES
LLC, a Montana limited liability
17 company,

18 Plaintiffs,

19 v.

20 NETFLIX, INC., a Delaware
corporation; LEBRON JAMES, an
individual; SPRINGHILL
21 ENTERTAINMENT LLC, a Delaware
limited liability company; CHERNIN
22 ENTERTAINMENT, LLC, a Delaware
limited liability company; WISE
23 ENTERTAINMENT, INC., a California
corporation; LAKE ELLYN
24 ENTERTAINMENT, INC., a California
corporation; STERLIN HARJO, an
25 individual; SYDNEY FREELAND, an
individual; BRIT HENSEL, an
26 individual; and DOES 1-20, inclusive,

27 Defendants.
28

Case No. 2:24-cv-09822-FLA-PDx

**DECLARATION OF MOLLY
LENS IN SUPPORT OF NETFLIX
DEFENDANTS' MOTION FOR
LEAVE TO FILE EARLY
SUMMARY JUDGMENT
MOTION AND TO BIFURCATE
DISCOVERY ON PRIOR
INDEPENDENT CREATION
DEFENSE**

1 I, Molly M. Lens, declare and state:

2 1. I am a member in good standing of the State Bar of California and am
3 a partner at O'Melveny & Myers LLP. I am a counsel for Defendants Netflix, Inc.;
4 Chernin Entertainment, LLC; Wise Entertainment, Inc.; Lake Ellyn Entertainment,
5 Inc.; SpringHill Entertainment LLC; LeBron James; Sterlin Harjo; and Sydney
6 Freeland (collectively, the "Netflix Defendants"). I make this declaration in
7 support of the Netflix Defendants' Motion for Leave to File an Early Summary
8 Judgment Motion and to Bifurcate Discovery on their Prior Independent Creation
9 Defense. I have personal knowledge of the matters set forth in this declaration, and
10 if called to testify to the facts stated herein, I could and would do so competently.

11 2. Since Plaintiffs filed the Complaint on November 14, 2024, counsel
12 for Plaintiffs and the Netflix Defendants have engaged in multiple discussions
13 related to the claims and pathways to efficiently resolve the dispute.

14 3. As part of those early discussions, the Netflix Defendants informed
15 Plaintiffs of the existence of the *Rez Ball* production script dated April 28, 2023 and
16 asked that Plaintiffs dismiss the complaint. The Netflix Defendants also requested
17 that Plaintiffs amend the Complaint to attach the allegedly infringed work, a script
18 titled *The Gift of the Game* written by Plaintiff Rob Grabow. Plaintiffs declined
19 both requests.

20 4. On November 22, 2024, the Netflix Defendants provided Plaintiffs
21 with a copy of the *Rez Ball* production script dated April 28, 2023. A true and
22 correct copy of the parties' email exchange from November 22, 2024, omitting
23 attachments, is attached hereto as **Exhibit A**.

24 5. On December 20, 2024, the Netflix Defendants agreed to provide
25 evidence corroborating the date of the *Rez Ball* production script in the form of a
26 native email transmitting the production script on April 28, 2023 and electronic
27 metadata. On December 26, 2024, Plaintiffs' counsel agreed to provide the Netflix
28 Defendants with a copy of *The Gift of the Game* script that Plaintiffs allege the

1 Netflix Defendants had access to, but, then, on December 30, 2024 advised that
2 they had decided not to provide the script until “the discovery phase.” Nonetheless,
3 on January 6, 2025, the Netflix Defendants provided the transmission email
4 authenticating the April 28, 2023 *Rez Ball* production script. A true and correct
5 copy of the parties’ correspondence from December 20, 2024 to January 6, 2025,
6 omitting attachments, is attached hereto as **Exhibit B**.

7 6. On January 16, 2025, the Netflix Defendants asked Plaintiffs to meet
8 and confer on this anticipated motion. The same day, Plaintiffs responded that they
9 were opposed to such a motion, but nonetheless provided availability to meet and
10 confer further. A true and correct copy of the parties’ email exchange between
11 January 16, 2025 and January 21, 2025 is attached hereto as **Exhibit C**.

12 7. On January 24, 2025, the parties conducted the Local Rule 7-3
13 conference on this anticipated motion but were unable to reach agreement.

14
15 Dated: March 7, 2025

O’MELVENY & MYERS LLP

16
17 By: /s/ Molly M. Lens

Molly M. Lens
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NETFLIX, INC.
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